

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF
ILLINOIS EASTERN DIVISION**

MELINDA SGARIGLIA,)	1:19-cv-05684
)	
Plaintiff,)	
)	
v.)	Honorable Robert Gettleman
)	
AMERICAN INTERNATIONAL)	
RELOCATION SERVICES, LLC, D.B.A.)	
AIRES, AN ILLINOIS LIMITED LIABILITY)	
CORPORATION,)	
NICHOLAS GONRING & KELSEY GONRING,)	
)	
Defendants.)	

NICHOLAS GONRING & KELSEY GONRING,)	
)	
Third-Party Plaintiffs,)	
)	
v.)	
)	
2726 WEST CORTEZ CONDOMINIUM, AN)	
ILLINOIS CORPORATION, & JOHN GORR,)	
)	
Third-Party Defendants.)	

DECLARATION OF JOHN GORR

I, John Gorr, hereby declare pursuant to 28 U.S.C. § 1746:

1. I am over 18 years of age and competent to testify to the matters set forth below, of which I have personal knowledge.
2. At all relevant times, I owned Unit 3 in a three-condo building located at 2726 W. Cortez Ave., Chicago, IL (the “Building”) and was the president of the Building’s condo association (the “Association”).

3. In or shortly before December 2017, I notified the other condo owners that my unit was experiencing water infiltration from a common element in the building and requested that the Association pay for remediation.

4. On May 7, 2018, after retaining a restoration firm to determine the source of the water infiltration, the Association hired the firm of Arrow Masonry and Exteriors, Inc. (“Arrow”) to remediate water infiltration into my unit.

5. Because the restoration firm had determined that the water was entering my unit through a flaw in one of the common areas, the Association agreed to treat the cost of repair as an Association expense and declared a special assessment to be paid by the three condo owners based upon their *pro rata* shares of ownership in the Building, thereby fully funding the cost of repair.

6. On June 4, 2018, when Arrow completed its work, I believed that the water infiltration problem with my unit had been fully remediated and that no further work was needed.

7. On June 14, 2018, as part of the contract between Melinda Sgariglia and Nicholas and Kelsey Gonring for Sgariglia to purchase Unit 1 in the Building, and as statutorily required by 765 ILCS 605/22.1, as the Association president, I prepared and signed a Section 22.1 Disclosure Statement (the “Disclosure Statement”) with the assistance, and at the direction, of Kelsey Gonring.

8. The Disclosure Statement stated, among other things, that there were no “capital expenditures anticipated by the Association for the current or next two fiscal years that would require a special assessment and/or increase in the monthly assessment to the unit owners.”

9. Five days after issuing the Disclosure Statement, on June 19, 2018, I listed my unit for sale.

10. On June 26, 2019, nearly two weeks after issuing the Disclosure Statement to Sgariglia, I entered into a sales contract to sell my unit.

11. The sales contract provided that the sale was contingent upon a satisfactory home inspection.

12. However, three days after signing the contract for the sale of my home, the inspector hired by the buyer found an excessive amount of moisture in my unit.

13. The purchaser notified me of the inspector's findings and voided the sale. I was never provided a copy of the inspection report.

14. Still unaware of the existence of mold in my unit, I relisted the unit for sale.

15. However, a second contract also failed, based upon an inspection report issued on July 22, 2018, which also found excessive amount of moisture in my unit. (See Report 2, Exhibit "A" hereto at 1, 4, 6, 8, 12, 16.)

16. While both of the inspection reports found evidence of excessive moisture, neither report identified mold growth in the unit. (Exhibit "A".)

17. On July 31, 2018, as a result of the two failed inspection reports, I hired MI&T Mold Inspection Testing, who found that my unit tested positive for mold.

18. As a result, I decided to replace some of the floorboards.

19. On September 7, 2018, the floorboards were removed and I first discovered that the subflooring was severely damaged and that mold was growing behind the walls.

20. On September 7, 2018, I transmitted this information to Sgariglia and the owner of Unit 2 in the Building.

Dated: July 27, 2023



John Gorr